

A G R E E M E N T

between

PETER IMHOFF
Powell Avenue
Whitesboro, New York

-and-

JOHN IMHOFF, JR.
Henderson Street
Whitesboro, New York

DATED: AUGUST 21st, 1970.

BLAUGRUND, GROSSMAN & POZEFSKY
ATTORNEYS AT LAW
1215-19 FIRST NATIONAL BANK BUILDING
UTICA, NEW YORK 13501

THIS AGREEMENT made this 21st day of August 1970, between PETER IMHOFF of Powell Avenue, Whitesboro, New York, hereinafter referred to as "PETER", and JOHN IMHOFF, JR., of Henderson Street, Whitesboro, New York, hereinafter referred to as "JOHN".

W I T N E S S E T H

WHEREAS, the parties hereto are brothers and are sons of the late Rose Imhoff, who died July 31st, 1970, in Utica, New York, and

WHEREAS, the said Rose Imhoff, in her Will dated December 28th, 1962, did leave certain real property located on Henderson Street, Whitesboro, New York, to her four [4] sons, to wit: Peter Imhoff, Walter Imhoff, Joseph Imhoff, and John Imhoff, Jr., and by the same Will, did devise certain property on Powell Avenue, New Hartford, New York, to John Imhoff, Jr., and

WHEREAS, the parties hereto are desirous of making certain arrangements between themselves with respect to the two above described real properties.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1] That PETER will sign a Quit-Claim Deed deeding the Henderson Street property to JOHN.
- 2] That JOHN will allow PETER to live in the Powell Avenue property rent free for the rest of his life under the following terms and conditions:
 - (a) That PETER will pay all taxes on the Powell Avenue property on time.
 - (b) That PETER will keep said property insured for fire and comprehensive coverage of at least \$5,000.00 and liability limits of \$25,000.00-\$50,000.00. PETER will have said policies of insurance delivered to JOHN.
 - (c) PETER will make all necessary repairs to the premises, and will pay for normal painting and other upkeep so that said property is kept in good condition.
- 3] Upon PETER's death, or upon his disability, so that he is unable to be physically present in the Powell Avenue property for

a period of at least 24 consecutive months, then, and in either of those two events, JOHN will be entitled to permanent possession of the property and his obligation to PETER hereunder shall cease.

4] In the event of PETER's failure to perform any of the conditions set forth in Paragraph 2 above, after 30 days written notice for him to do so, then the possession of said Powell Avenue property will revert to JOHN, and PETER will have no further rights under this Agreement.

5] JOHN agrees that there will be a clause in his Will that in the event he predeceases PETER, that he will devise said Powell Avenue property to PETER.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

witness:

Joseph F. Schaff
Walter Smith

Peter Imhoff

PETER IMHOFF

John Imhoff, Jr.

JOHN IMHOFF, JR.

STATE OF NEW YORK)
(SS.:
COUNTY OF ONEIDA)

On this 21st day of August 1970, before me personally appeared PETER IMHOFF and JOHN IMHOFF, JR., to me personally known and known to me to be the same persons described in and who executed the within instrument, and they each duly acknowledged to me that they executed the same.

Howard J. Beaupre

Notary Public
State of New York-Oneida County
My Comm. Exp. 3/31/71